

EXHIBIT 182

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

-----X MDL NO. 1456
IN RE: PHARMACEUTICAL INDUSTRY : CIVIL ACTION:
AVERAGE WHOLESALE PRICE LITIGATION : 01-CV-12257-PBS
-----X

THIS DOCUMENT RELATES TO: :
U.S. ex rel. Ven-A-Care of the : CIVIL ACTION:
Florida Keys, Inc. v. Abbott : 06-CV-11337-PBS
Laboratories, Inc. :
-----X

IN THE CIRCUIT COURT OF
MONTGOMERY COUNTY, ALABAMA

-----X
STATE OF ALABAMA, : CASE NO.
Plaintiff, : CV-05-219
v. :
ABBOTT LABORATORIES, INC., : JUDGE
et al., : CHARLES PRICE
Defendants. :
-----X

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June 21, 2007

<p style="text-align: right;">Page 286</p> <p>1 STATE OF WISCONSIN CIRCUIT COURT DANE COUNTY 2 -----X 3 STATE OF WISCONSIN, : CASE NO. 4 Plaintiff, : 04-CV-1709 5 v. : 6 AMGEN INC., et al., : 7 Defendants. : 8 -----X 9 10 IN THE COURT OF COMMON PLEAS 11 FIFTH JUDICIAL CIRCUIT 12 -----X 13 STATE OF SOUTH CAROLINA, and : STATE OF 14 HENRY D. McMASTER, in his official : SOUTH CAROLINA 15 capacity as Attorney General for : COUNTY OF 16 the State of South Carolina, : RICHLAND 17 Plaintiff, : 18 v. : CIVIL ACTION: 19 MYLAN LABORATORIES, INC. : 07-CP-40-0283 20 Defendant. : 21 -----X 22</p>	<p style="text-align: right;">Page 288</p> <p>1 IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS 2 STATE OF MISSOURI 3 -----X 4 STATE OF MISSOURI, ex rel., : 5 JEREMIAH W. (JAY) NIXON, : 6 Attorney General, : 7 and : 8 MISSOURI DEPARTMENT OF SOCIAL : 9 SERVICES, DIVISION OF MEDICAL : Case No.: 10 SERVICES, : 054-1216 11 Plaintiffs, : Division 12 : No. 31 13 vs. : 14 DEY INC., DEY, L.P., MERCK KGaA, : 15 EMD, INC., WARRICK : 16 PHARMACEUTICALS CORPORATION, : 17 SCHERING-PLOUGH CORPORATION, and : 18 SCHERING CORPORATION, : 19 Defendants. : 20 -----X 21 22</p>
<p style="text-align: right;">Page 287</p> <p>1 IN THE COURT OF THE SECOND JUDICIAL CIRCUIT 2 IN AND FOR LEON COUNTY, FLORIDA 3 THE STATE OF FLORIDA 4 ex rel. 5 -----X 6 VEN-A-CARE OF THE FLORIDA : 7 KEYS, INC., a Florida : 8 Corporation, by and through its : 9 principal officers and directors, : 10 ZACHARY T. BENTLEY and : 11 T. MARK JONES, : 12 Plaintiffs, : 13 vs. : Civil Action 14 MYLAN LABORATORIES, INC.; MYLAN : No.: 98-3032G 15 PHARMACEUTICALS INC.; NOVOPHARM : Judge: 16 LTD., SCHEIN PHARMACEUTICAL, INC.; : William L. 17 TEVA PHARMACEUTICAL INDUSTRIES : Gary 18 LTD., TEVA PHARMACEUTICAL USA; : 19 and WATSON PHARMACEUTICALS, INC. : 20 Defendants. : 21 -----X 22</p>	<p style="text-align: right;">Page 289</p> <p>1 New York, New York 2 Thursday, June 21, 2007 3 4 CONTINUED Videotaped Deposition of 5 BRUCE C. VLADECK, Ph.D., a witness herein, called 6 for examination by counsel for Abbott Laboratories 7 in the above-entitled matter, pursuant to 8 Subpoena, the witness being duly sworn by JOMANNA 9 DEROSA, a Notary Public in and for New York, taken 10 at the offices of Jones Day, 222 East 41st Street, 11 New York, New York, at 8:54 a.m. on Thursday, June 12 21, 2007, and the proceedings being taken down by 13 Stenotype by JOMANNA DEROSA, and transcribed under 14 her direction. 15 16 17 18 19 20 21 22</p>

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<p style="text-align: right;">Page 290</p> <p>1 APPEARANCES:</p> <p>2</p> <p>3 On Behalf of Abbott Laboratories, Inc.</p> <p>4 R. CHRISTOPHER COOK, ESQ.</p> <p>5 TONI-ANN CITERA, ESQ.</p> <p>6 Jones Day</p> <p>7 51 Louisiana Avenue, Northwest</p> <p>8 Washington, D.C. 20001</p> <p>9 christophercook@jonesday.com</p> <p>10 tcitera@jonesday.com</p> <p>11 (202) 879-3939</p> <p>12</p> <p>13 On Behalf of Roxane Laboratories and</p> <p>14 Boehringer Ingelheim:</p> <p>15 ERIC GORTNER, ESQ.</p> <p>16 Kirkland & Ellis, LLP</p> <p>17 200 East Randolph Drive</p> <p>18 Chicago, Illinois 60601</p> <p>19 egortner@kirkland.com</p> <p>20 (312) 861-2285</p> <p>21</p> <p>22 (Continued)</p>	<p style="text-align: right;">Page 292</p> <p>1 APPEARANCES (Continued):</p> <p>2</p> <p>3 On Behalf of Novartis Pharmaceuticals Corporation:</p> <p>4 NATHAN COHEN, ESQ.</p> <p>5 Kaye Scholer, LLP</p> <p>6 425 Park Avenue</p> <p>7 New York, New York 10022-3598</p> <p>8 ncohen@kayescholer.com</p> <p>9 (212) 836-7568</p> <p>10</p> <p>11 On Behalf of the State of Florida:</p> <p>12 JAIME DOYLE LIANG, ESQ.</p> <p>13 Office of the Attorney General</p> <p>14 State of Florida</p> <p>15 PL-01 The Capitol</p> <p>16 Tallahassee, Florida 32399-1050</p> <p>17 Jaime_Liang@oag.state.fl.us</p> <p>18 (850) 414-3600</p> <p>19</p> <p>20</p> <p>21</p> <p>22 (Continued)</p>
<p style="text-align: right;">Page 291</p> <p>1 APPEARANCES (continued):</p> <p>2</p> <p>3 On Behalf of Dey, Inc., Dey, L.P., Mylan</p> <p>4 Laboratories, Inc., and Mylan Pharmaceuticals, Inc.:</p> <p>5 WILLIAM A. ESCOBAR, ESQ.</p> <p>6 CLIFFORD KATZ, ESQ.</p> <p>7 Kelley Drye & Warren, LLP</p> <p>8 101 Park Avenue</p> <p>9 New York, New York 10178</p> <p>10 wescobar@kelleydrye.com</p> <p>11 ckatz@kelleydrye.com</p> <p>12 (212) 808-7771</p> <p>13</p> <p>14 On Behalf of B. Braun Medical, Inc.,</p> <p>15 Schering-Plough Corporation, Schering Corporation,</p> <p>16 and Warrick Pharmaceuticals Corporation:</p> <p>17 JOHN P. MCDONALD, ESQ.</p> <p>18 Locke Liddell & Sapp, LLP</p> <p>19 2200 Ross Avenue, Suite 2200</p> <p>20 Dallas, Texas 75201</p> <p>21 jpmcdonald@lockeliddell.com</p> <p>22 (214) 740-8758</p>	<p style="text-align: right;">Page 293</p> <p>1 APPEARANCES (Continued):</p> <p>2</p> <p>3 On Behalf of Bristol-Myers Squibb:</p> <p>4 STEVEN M. EDWARDS, ESQ.</p> <p>5 DENNIS QUINIO, ESQ.</p> <p>6 HOA T. T. HOANG, ESQ.</p> <p>7 Hogan & Hartson, LLP</p> <p>8 875 Third Avenue</p> <p>9 New York, New York 10022</p> <p>10 smedwards@hhlaw.com</p> <p>11 dquinio@hhlaw.com</p> <p>12 htthoang@hhlaw.com</p> <p>13 (212) 918-3000</p> <p>14</p> <p>15 On Behalf of the MDL Plaintiffs:</p> <p>16 JENNIFER FOUNTAIN CONNOLLY, ESQ.</p> <p>17 Wexler Toriseva Wallace</p> <p>18 One North LaSalle Street, Suite 2000</p> <p>19 Chicago, Illinois 60602</p> <p>20 jfc@wtwlaw.us</p> <p>21 lpgabel@jonesday.com</p> <p>22 (312) 261-6195</p>

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<p style="text-align: right;">Page 294</p> <p>1 APPEARANCES (Continued):</p> <p>2</p> <p>3 On Behalf of Ven-A-Care of the Florida Keys, Inc.:</p> <p>4 JAMES JOSEPH BREEN, ESQ.</p> <p>5 The Breen Law Firm</p> <p>6 5755 North Point Parkway, Suite 39</p> <p>7 Alpharetta, Georgia 30022</p> <p>8 jbreen@breenlaw.com</p> <p>9 (770) 740-0008</p> <p>10</p> <p>11 On Behalf of the United States of America and The</p> <p>12 Witness, Bruce C. Vladeck, Ph.D.:</p> <p>13 RENEE BROOKER, ESQ.</p> <p>14 U.S. Department of Justice</p> <p>15 Civil Division</p> <p>16 601 D Street, Northwest</p> <p>17 Room 9918</p> <p>18 Washington, D.C. 20004</p> <p>19 renee.brooker@usdoj.gov</p> <p>20 (202) 616-3797</p> <p>21</p> <p>22 (Continued)</p>	<p style="text-align: right;">Page 296</p> <p>1 APPEARANCES (Continued):</p> <p>2</p> <p>3 On Behalf of the Centers for Medicare and</p> <p>4 Medicaid Services:</p> <p>5 (by telephone)</p> <p>6 LESLIE M. STAFFORD, OGC</p> <p>7 Centers For Medicare &</p> <p>8 Medicaid Services</p> <p>9 7500 Security Boulevard</p> <p>10 Baltimore, Maryland 21244</p> <p>11 (410) 786-9655</p> <p>12</p> <p>13 On Behalf of the KMS New York Counties, The City</p> <p>14 of New York, and the States of Hawaii, Wisconsin,</p> <p>15 and Kentucky:</p> <p>16 (by telephone)</p> <p>17 MICHAEL WINGET-HERNANDEZ, ESQ.</p> <p>18 Winget-Hernandez, LLC</p> <p>19 3112 Windsor Road, #228</p> <p>20 Austin, Texas 78703</p> <p>21 michael@winget-hernandez.com</p> <p>22 (512) 474-4095</p>
<p style="text-align: right;">Page 295</p> <p>1 APPEARANCES (Continued):</p> <p>2</p> <p>3 On Behalf of the Commonwealth of Pennsylvania:</p> <p>4 MICHAEL J. LORUSSO, ESQ.</p> <p>5 The Haviland Law Firm, LLC</p> <p>6 740 S. Third Street, Third Floor</p> <p>7 Philadelphia, Pennsylvania 19147</p> <p>8 lorusso@havilandlaw.com</p> <p>9 (215) 609-4661</p> <p>10</p> <p>11 On Behalf of the State of California:</p> <p>12 NICHOLAS N. PAUL, ESQ.</p> <p>13 BMFEA</p> <p>14 Supervising Deputy Attorney General</p> <p>15 Civil Prosecutions Unit</p> <p>16 P.O. Box 85266</p> <p>17 110 West A Street, #1100</p> <p>18 San Diego, California 92186</p> <p>19 nicholas.paul@doj.ca.gov</p> <p>20 (619) 688-6099</p> <p>21</p> <p>22 (Continued)</p>	<p style="text-align: right;">Page 297</p> <p>1 APPEARANCES (Continued):</p> <p>2</p> <p>3 On Behalf of Amgen, Inc.:</p> <p>4 (by telephone)</p> <p>5 STEVEN F. BARLEY, ESQ.</p> <p>6 Hogan & Hartson, LLP</p> <p>7 111 South Calvert Street, Suite 1600</p> <p>8 Baltimore, Maryland 21202</p> <p>9 jawalker@hhlaw.com</p> <p>10 (410) 659-2724</p> <p>11</p> <p>12 On Behalf of Baxter Healthcare Corporation:</p> <p>13 (by telephone)</p> <p>14 TINA REYNOLDS, ESQ.</p> <p>15 Dickstein Shapiro, LLP</p> <p>16 1825 Eye Street, Northwest</p> <p>17 Washington, D.C. 20006</p> <p>18 delanceym@dicksteinshapiro.com</p> <p>19 (202) 420-2282</p> <p>20</p> <p>21</p> <p>22 (Continued)</p>

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<p>1 APPEARANCES (Continued):</p> <p>2</p> <p>3 On behalf of the State of Alabama:</p> <p>4 (by telephone)</p> <p>5 ROGER L. BATES, ESQ.</p> <p>6 Hand Arendall, L.L.C.</p> <p>7 1200 Park Place Tower</p> <p>8 2001 Park Place North</p> <p>9 Birmingham, Alabama 35203</p> <p>10 Rbates@handarendall.com</p> <p>11 (205) 502-0105</p> <p>12</p> <p>13 On Behalf of Ven-A-Care:</p> <p>14 GARY L. AZORSKY, ESQ.</p> <p>15 Berger & Montague, P.C.</p> <p>16 1622 Locust Street</p> <p>17 Philadelphia, Pennsylvania 19103-6305</p> <p>18 gazorsky@bm.net</p> <p>19 (215) 875-3090</p> <p>20</p> <p>21 Also Present:</p> <p>22 MICHAEL HUNTERTON, Videographer</p>	<p>1 E X H I B I T S (CONTINUED)</p> <p>2 DEY EXHIBIT NO. PAGE</p> <p>3 Exhibit Dey 022-Medicaid Rx Reimbursement</p> <p>4 Report HHD013-1304..... 431</p> <p>5 Exhibit Dey 023-Rebate Agreement, with</p> <p>6 Attachment..... 452</p> <p>7</p> <p>8</p> <p>9 BMS EXHIBIT NO. PAGE</p> <p>10 Exhibit BMS 001-Letter dated 9/8/00</p> <p>11 AS 00058-60..... 507</p> <p>12 Exhibit BMS 002-(WITHDRAWN)</p> <p>13 Exhibit BMS 003-Excerpt of Report on Balanced</p> <p>14 Budget Act of 1997..... 541</p> <p>15 Exhibit BMS 004-Fax dated 7/2/97 BMS/AWP</p> <p>16 000256524-27..... 544</p> <p>17 Exhibit BMS 005-Excerpt of Federal Register,</p> <p>18 Vol 52, No. 147..... 548</p> <p>19 Exhibit BMS 006-Pharmacy Reimbursement Rates</p> <p>20 Report to Congress 1994..... 551</p> <p>21 Exhibit BMS 007-Memorandum dated 4/16/97</p> <p>22 With Attachment..... 557</p>
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<p style="text-align: right;">Page 454</p> <p>1 Now, under the rebate agreement, 2 you understood that Dey had an obligation to 3 report certain pricing information to the federal 4 government. Right? 5 A. That's correct. 6 MS. BROOKER: Objection. Form. I'm 7 sorry. 8 Q. What they had to report to the 9 federal government was something called average 10 manufacturer price. Right? 11 MS. BROOKER: Objection. Form. 12 A. Yes. 13 Q. And if you look at Page 1 of the 14 rebate agreement, there is a lengthy definition of 15 the average manufacturer price that they had to 16 report. Right? 17 A. Right. 18 Q. And the rebate agreement spells out 19 how Dey is supposed to calculate and report the 20 AMP. Right? 21 A. Yes. 22 Q. And as far as you know, Dey, in</p>	<p style="text-align: right;">Page 456</p> <p>1 understanding that during the time that you ran 2 HCFA, that within HCFA, the AMPs, average 3 manufacturer prices reported by Dey were somewhere 4 within HCFA? 5 MS. BROOKER: Objection. Form. 6 A. Yes. 7 Q. And was it your understanding that 8 there were people who were responsible for 9 reviewing the information on AMP that they 10 submitted to HCFA? 11 MS. BROOKER: Objection. Form. 12 A. Yes. 13 Q. And was it your understanding that 14 there were people at HCFA whose responsibility it 15 was to make sure that Dey was reporting AMPs and 16 paying rebates? 17 MS. BROOKER: Objection. Form. 18 A. Yes. 19 Q. And the information that Dey 20 submitted to -- to HCFA, when you were the head, 21 reporting every quarter the AMPs as required by 22 the agreement, that was information that was</p>
<p style="text-align: right;">Page 455</p> <p>1 fact, reported AMPs and paid rebates. Right? 2 A. I assume so, yes. 3 Q. You have no reason to believe, as 4 you sit here today, that they didn't pay rebates 5 or report AMP. Right? 6 A. No. 7 Q. And, in fact, if Dey had not 8 reported AMP and had not paid rebates, at some 9 point their drugs wouldn't be covered by Medicaid. 10 Right? 11 A. That's correct. 12 Q. So, to the extent the federal 13 government is claiming, in this case, damages that 14 relate to the federal government reimbursing on 15 Dey drugs, you would expect that there was a 16 rebate agreement and Dey was paying rebates. 17 Right? 18 MS. BROOKER: Objection. Form. 19 A. In the context of the question, it 20 was my understanding that under this agreement Dey 21 would have been paying rebates. 22 Q. Okay. And was it your</p>	<p style="text-align: right;">Page 457</p> <p>1 available to you. Right? 2 A. No. 3 MS. BROOKER: Objection. Form. 4 Q. I'm sorry? 5 A. No. 6 Q. You -- you, as the head of HCFA, 7 could not see the AMP data? 8 A. I -- I believe the statutory 9 requirements relative to the data and the use of 10 the data limited its distribution application only 11 for people involved in the direct administration 12 of the rebate program. 13 Had I chosen to be more directly 14 involved in the rebate program I could have been, 15 and, therefore, had access to the data, but it was 16 not routinely made available to anyone in the 17 agency other than those directly involved in 18 administering the rebates. 19 Q. Well, you were entitled to, Dr. 20 Vladeck, as the person running HCFA, to go into 21 your office one day and say to somebody, Give me 22 the AMPs that Dey is reporting.</p>

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<p style="text-align: right;">Page 458</p> <p>1 Isn't that right?</p> <p>2 MR. BREEN: Objection. Form.</p> <p>3 MS. BROOKER: Objection. Form.</p> <p>4 Q. You had the power to do that;</p> <p>5 didn't you?</p> <p>6 MR. BREEN: Objection. Form.</p> <p>7 MS. BROOKER: Objection. Form.</p> <p>8 A. As I understood the statute, only</p> <p>9 to the extent that I was interested in -- in</p> <p>10 reviewing the administration of the rebate</p> <p>11 program.</p> <p>12 Q. Well, for whatever reason, you were</p> <p>13 entitled to get that information and look at it</p> <p>14 yourself; weren't you?</p> <p>15 MR. BREEN: Objection. Form. Asked</p> <p>16 and answered.</p> <p>17 MS. BROOKER: Objection. Form.</p> <p>18 A. I would guess as a -- as a formal</p> <p>19 legal matter, yes.</p> <p>20 Q. Okay. Now, you're -- when you talk</p> <p>21 about who can see the AMP data, you're referring</p> <p>22 to the fact that there were confidentiality</p>	<p style="text-align: right;">Page 460</p> <p>1 Q. Who was the head of the counsel's</p> <p>2 office while you were there?</p> <p>3 A. Well, the head of the counsel's</p> <p>4 office would have been Harriet Ram, who was</p> <p>5 general counsel to the agency, but it probably</p> <p>6 would have been somebody in the branch of the</p> <p>7 counsel's office that served primarily on HCFA</p> <p>8 issues.</p> <p>9 Q. Who were the people that -- as you</p> <p>10 understood it, who were the people within HCFA who</p> <p>11 could look at AMP data?</p> <p>12 MS. BROOKER: Objection. Form.</p> <p>13 A. My understanding was that the staff</p> <p>14 directly involved in administration of the rebate</p> <p>15 program had access to the AMP data.</p> <p>16 Q. Well, it was -- it was actually the</p> <p>17 understanding of your agency, and your own</p> <p>18 understanding at the time you were running the</p> <p>19 agency, that HCFA was not precluded from releasing</p> <p>20 AMP data to the states. Isn't that right?</p> <p>21 MS. BROOKER: Objection. Form.</p> <p>22 A. Of course not, yes, but under</p>
<p style="text-align: right;">Page 459</p> <p>1 provisions that explained who could get that</p> <p>2 information. Right?</p> <p>3 MS. BROOKER: Objection. Form.</p> <p>4 A. Yes.</p> <p>5 Q. Are you aware -- are you saying</p> <p>6 that were statutory provisions that stated that</p> <p>7 people running Medicaid at HCFA were prohibited</p> <p>8 from looking at AMP data?</p> <p>9 MS. BROOKER: Objection. Form.</p> <p>10 A. My understanding of the statutory</p> <p>11 provision was that people at HCFA who were not</p> <p>12 involved in running the drug reimbursement program</p> <p>13 were not supposed to have access to the AMP data.</p> <p>14 Q. What is that understanding based</p> <p>15 on?</p> <p>16 A. That's what I was advised by -- by</p> <p>17 counsel's office.</p> <p>18 Q. Which counsel's office?</p> <p>19 A. HHF's counsel's office.</p> <p>20 Q. Who was the person that advised you</p> <p>21 of that?</p> <p>22 A. I don't recall.</p>	<p style="text-align: right;">Page 461</p> <p>1 confidentiality restrictions as well, in terms of</p> <p>2 what the states made -- did with the data.</p> <p>3 Q. Okay. So, with respect to -- just</p> <p>4 focusing on that, HCFA, under the statutory</p> <p>5 scheme, was entitled to share AMP data with the</p> <p>6 states. Isn't that right?</p> <p>7 A. Of course, yes.</p> <p>8 MR. BREEN: Objection. Form.</p> <p>9 MS. BROOKER: Objection. Form.</p> <p>10 Q. And did HCFA do that?</p> <p>11 A. As far as I know.</p> <p>12 Q. So, as far as you know, people</p> <p>13 within HCFA shared AMP data with state Medicaid</p> <p>14 agencies?</p> <p>15 A. That was my understanding.</p> <p>16 Q. What was that based on?</p> <p>17 A. What was what based on?</p> <p>18 Q. Your understanding. What was your</p> <p>19 understanding based on?</p> <p>20 A. Of the process by which the HCFA</p> <p>21 staff worked with the states in administering the</p> <p>22 rebate program.</p>

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<p style="text-align: right;">Page 462</p> <p>1 Q. So, based on your understanding 2 when you were running HCFA, Dr. Vladeck, the state 3 Medicaid people who were designing and 4 administering the reimbursement methodology of the 5 states would have, through HCFA, access to AMP, 6 average manufacturer price, data. Right? 7 MS. BROOKER: Objection. Form. 8 MR. BREEN: Objection. Form. 9 A. In the generic sense that the 10 agencies -- the state agencies that administered 11 Medicaid would have access to it. Whether it was 12 the same people in those agencies who administered 13 the rebate program and made policy about 14 reimbursement policy, I wouldn't know. 15 Q. Okay. But in terms of -- let's -- 16 let's talk in terms of agency, since people might 17 change over time. 18 But the agencies that ran Medicaid 19 in each of the states, which were the agencies 20 responsible for implementing the reimbursement 21 methodologies, those agencies would have access, 22 through HCFA, to AMP data from the states.</p>	<p style="text-align: right;">Page 464</p> <p>1 what they were reimbursing for those drugs. That 2 was entirely possible. Right? 3 MS. BROOKER: Objection. Form. 4 MR. BREEN: Objection. Form. 5 A. It's -- I don't know any reason why 6 it wouldn't be possible. 7 Q. And within your agency, within 8 HCFA, certainly people within HCFA could sit down 9 and compare the AMP data, for example, for Dey's 10 Albuterol, and see what the AMP was and compare 11 what the AWP was. Right? 12 That was -- that was information 13 that they had in the agency? 14 MS. BROOKER: Objection. Form. 15 A. I believe the -- the way we 16 interpreted the confidentiality provisions of the 17 statute was that the people directly involved in 18 the administration of the Medicaid drug rebate 19 program could have chosen to do so, yes. 20 Q. Right. So, somebody in -- in HCFA 21 that was involved with the rebate program could 22 one day look at the AMP for Dey's Albuterol and</p>
<p style="text-align: right;">Page 463</p> <p>1 Right? 2 MS. BROOKER: Objection. Form. 3 A. Yes. 4 Q. So, for example, looking back at 5 Exhibit Dey 022, the one-page sheet that we had 6 that had all the reimbursement basis, the 7 responsible directors of the Medicaid agencies of 8 these -- of each of these states would be able to 9 peruse AMP data and compare that to what they were 10 reimbursing on. Right? 11 MR. BREEN: Objection. Form. 12 MS. BROOKER: Objection. Form. 13 MR. BATES: Objection to form. 14 A. When you talk about "perusing," 15 again, I don't -- I don't know if they'd even be 16 aware that their agencies had it. But if they 17 were, depending on how their agencies were 18 organized, they might very well be. 19 Q. So, it was entirely -- it was 20 entirely possible for the heads of a state 21 Medicaid agency to look at the AMP data on AMP 22 prices and at the same time look at data as to</p>	<p style="text-align: right;">Page 465</p> <p>1 compare it to an AWP for Dey's Albuterol? 2 MS. BROOKER: Objection. Form. 3 A. Presumably, yes. 4 Q. And based on your understanding of 5 AWP and AMP, as you've indicated in the course of 6 this deposition and your prior session, you would 7 expect that the AWP -- there was a spread between 8 the AMP and the AWP. Right? 9 MS. BROOKER: Objection. Form. 10 A. Yes. 11 Q. And that would be because the AMP 12 reported to HCFA would include a number of 13 specified discounts. Isn't that right? 14 MS. BROOKER: Objection. Form. 15 A. I don't know what you mean by 16 "specified discounts," but it was my impression 17 that, again, on average, the AMPs would have been 18 for single-source drugs in the range of 15 to 20 19 percent below the AWP, on average, and, for 20 generic drugs, as I've learned in the course of 21 this proceeding, as much as 25 to 40 percent below 22 AWP, on average.</p>

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<p style="text-align: right;">Page 582</p> <p>1 The reason why I don't have -- the reason why I 2 cannot ask the particular questions that I would 3 like to ask Dr. Vladeck is based on restrictions 4 that have been put on us by TAP. So, with respect 5 to those particular questions I believe the 6 record's clear. 7 MR. COOK: Since I don't know what 8 those questions are I don't know how clear it is, 9 but it is what it is. 10 MR. BREEN: All right. Roll. 11 MS. BROOKER: Let me just say in 12 response to all of that, the Government of the 13 United States reserves its right to respond to any 14 of those comments or objections, or whatever they 15 just were, at an appropriate time. 16 MR. BREEN: Now can we roll? 17 18 EXAMINATION BY COUNSEL FOR 19 VEN-A-CARE 20 BY MR. BREEN: 21 Q. I just have a few questions, I 22 believe, Dr. Vladeck.</p>	<p style="text-align: right;">Page 584</p> <p>1 A. That's -- Yes. 2 Q. All right. Now, when you were 3 testifying about confidentiality of pricing 4 information provided by the drug companies with 5 respect to the Medicaid rebate obligations, what 6 specific pricing information were you talking 7 about? 8 MR. ESCOBAR: Objection to the 9 form. 10 A. Well, I would include all the 11 pricing information that was provided by the 12 manufacturers to HCFA, which would include both 13 average manufacturing price and best price. 14 Q. Okay. 15 MR. BREEN: And what's wrong with 16 that question, counselor? I want to clean it up 17 if there's a problem. 18 MR. ESCOBAR: I didn't understand 19 it. 20 MR. BREEN: Okay. 21 Q. What pricing information were you 22 aware that drug companies provided under their</p>
<p style="text-align: right;">Page 583</p> <p>1 A. Yes. 2 Q. And you know I'm Jim Breen. I 3 represent Ven-A-Care of the Florida Keys. 4 A. I'm aware, yes. 5 Q. The relator in a whole bunch of 6 these cases, including the one you're probably 7 noticed on. 8 You've spent a lot of time 9 testifying about average manufacturers' price in 10 response to both Mr. Cook's and Mr. Escobar's 11 questions earlier. 12 Do you recall that? 13 A. Yes. 14 Q. Now, they asked you about average 15 manufacturers' price, but do you also recall a 16 term "best price"? 17 A. Yes. 18 Q. As used in the Medicaid rebate 19 statute? 20 A. That's correct. Yes. 21 Q. And that would be OBRA '90. 22 Correct?</p>	<p style="text-align: right;">Page 585</p> <p>1 obligations under the Medicaid rebate program and 2 under their Medicaid rebate agreements -- 3 MR. ESCOBAR: Objection to the 4 form. 5 Q. -- with HHS? 6 A. Again, it was my understanding that 7 manufacturers provided average manufacturer's 8 price and best price. 9 Q. And best price, okay. Now, and was 10 it also your understanding that that information 11 had to be maintained as confidential by -- with 12 the Health Care Financing Administration? 13 Correct? 14 A. By the unit in the Health Care 15 Financing Administration that administered the 16 rebate program. 17 Q. Other than specific patient 18 information, can you think of any information that 19 was held to a higher degree of confidentiality by 20 HCFA during your term there? 21 MR. ESCOBAR: Objection to the 22 form.</p>

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